

**ACKNOWLEDGEMENT OF RECEIPT**  
**OF BID PACKAGE**  
**BID NUMBER #16-221**

**State Bridge Rd & Parkway Baptist Traffic Signal**

*Upon receipt of documents, please fax this page to:*

City of Johns Creek  
Attention: John Henderson, Purchasing Manager  
12000 Findley Rd., Suite 400  
Johns Creek, Ga. 30097  
Phone: 678-512-3233  
Fax: 678-512-3244

I hereby acknowledge receipt of documents pertaining to the above referenced bid.

COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_

E-MAIL: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**THE CITY OF JOHNS CREEK**

**PRINT COMPANY NAME** \_\_\_\_\_

***INVITATION TO BID***

(Open market purchase)

THE CITY OF JOHNS CREEK WILL RECEIVE AND PUBLICLY OPEN FORMAL BIDS IN THE  
DEPARTMENT OF FINANCE, PURCHASING DIVISION, 12000 FINDLEY RD., SUITE-400,  
JOHNS CREEK, GA. 30097, TELEPHONE NUMBER (678) 512-3233.

***SUBJECT TO THE INSTRUCTIONS, CONDITIONS, SPECIFICATIONS, ADDENDA, AND ANY  
OTHER ELEMENTS OF THIS INVITATION TO BID ("ITB"), INCLUDING THOSE  
INCORPORATED BY REFERENCE.***

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*This Invitation to Bid document is prepared in a Microsoft Word format. Any alterations to this  
document made by the bidder may be grounds for rejection of bid, cancellation of any subsequent  
award, or any other legal remedies available to Purchasing Division.*

***BID NUMBER: 16-221***

***DATE ISSUED: Thursday July 21, 2016***

***BID TITLE: State Bridge Rd & Parkway Baptist Traffic Signal***

***COMMODITY CODE (S): THE CITY BUYER: John Henderson***

***TELEPHONE NUMBER: (678)512-3233 FAX NUMBER: (678)512 - 3244***

***E-MAIL ADDRESS: john.henderson@johnscreekga.gov***

***A pre-bid conference will be held on Tuesday, August 2, 2016 at 10:00 AM. All bid responses must be  
received and time-stamped in the Public Works Department on or before Tuesday, August 9, 2016 no later  
than 2:00 PM, local time.***

***SUBMIT BID RESPONSE TO:***

***THE CITY OF JOHNS CREEK***

***PURCHASING DIVISION***

***ATTN: John Henderson***

***12000 FINDLEY RD., SUITE-400***

***JOHNS CREEK, GA. 30097***

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## **CITY OF JOHNS CREEK**

### **SUBMITTAL LETTER**

We propose to furnish and deliver any and all of the deliverables and services named in the attached Invitation to Bid (ITB) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the ITB.

It is understood and agreed that this submittal constitutes an offer, which when accepted in writing by Purchasing Office, City of Johns Creek, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Johns Creek.

It is understood and agreed that we have read the City's specifications shown or referenced in the ITB and that this proposal bid is made in accordance with the provisions of such specifications. By our written signature on this submittal, we guarantee and certify that all items included in this bid meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Johns Creek reserves the right to reject any or all submittals, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this bid shall be valid and held open for a period of thirty (30) days from bid opening date.

### **SUBMITTAL SIGNATURE AND CERTIFICATION**

(Offeror to sign and return with submittal)

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the offeror. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print/Type Name \_\_\_\_\_

Print/Type Company Name Here \_\_\_\_\_

# CITY OF JOHNS CREEK

## DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with City of Johns Creek officials/employees or its agents.

Please complete this form and return as part of your ITB package when it is submitted.

Name of Offeror \_\_\_\_\_

Name and the official position of the Johns Creek Official to whom the campaign contribution was made  
(Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

\_\_\_\_\_

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Johns Creek Official.

Amount/Value	Description
_____	_____
_____	_____
_____	_____

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Johns Creek or its agents and your relation:

_____	_____
_____	_____

## INSTRUCTIONS AND CONDITIONS

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- (1) These documents constitute the complete set of specification requirements and bid response forms. The bidder is responsible for insuring that all pages and all addenda are received. The Purchasing Division advises all bidders to closely examine this ITB package, and to immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the Purchasing Division. Unless otherwise directed in writing by the Purchasing Division, the bidder must submit all bid responses on the bid response form provided with this ITB. The Purchasing Division will not accept bid responses on bidder's letterhead and/or quotation forms.
- (2) All bid responses must be typewritten or written legibly in ink and signed by an individual authorized to bind the bidder. Properly notarized signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid response. Erasures, white-outs and type-overs, and other modifications must be initialed. Bidders are cautioned to verify their bid response prior to submission. Bid responses may only be withdrawn under the limited circumstances as directed by the Purchasing Manager.
- (3) Bid responses must be submitted in a sealed, properly marked envelope and filed on or before the date and time specified for the receipt of bids responses. (informal-N/A) No late bid responses **will be accepted**. The Purchasing Division shall not be responsible for bid responses that are mailed or sent via private delivery services.
- (4) The Purchasing Division will not accept bid responses submitted by fax or electronic mail. N/A
- (5) Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and criteria set forth in this ITB. A "responsive bidder" means a person who has submitted a bid response which conforms in all material respects to the ITB. A "responsible bidder" means a person who has the capacity in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance
- (6) Any changes made to this bid document may delay any contract award and execution. Additionally, changes made to this bid document may disqualify the bid response as non-responsive.
- (7) Pursuant to the Purchasing Policies of The City of Johns Creek, bid responses may be modified by written notice received by the office specified herein for receipt of bid responses prior to the date and time for public opening of bids. Late modifications cannot be considered.
- (8) Certain mistakes may be corrected so long as the intended correct bid response is clearly evident.
- (9) Substitutions will not be permitted unless specifically provided for in this ITB. If this ITB specifies that substitutions are permitted, any particular manufacturer, brand, model, make or detailed description set forth in the specifications is for descriptive purposes only and a bidder may substitute articles so long as they are of similar character, quality and design as that specified, and will serve the purpose for which the article is to used equally well as that specified, and is equally suited to the needs of Purchasing Division as that specified. If bidding a substitute article, a bidder must provide the manufacturer's name and catalogue reference, specifications for the substitute article, and/or other information that will enable the Purchasing Agent to make the determination of similarity, serviceability and suitability of the substitute. Purchasing Division reserves the right, through the Purchasing Agent, to be the sole judge in making such determination. **UNLESS THIS ITB SPECIFIES THAT A SUBSTITUTE ARTICLE IS PERMITTED, IT IS UNDERSTOOD THAT THE ARTICLE TO BE PROVIDED BY THE BIDDER, IF SUCCESSFUL, WILL BE OF THE SAME MANUFACTURE, BRAND, MODEL, MAKE AND/OR WILL MATCH THE DETAILED DESCRIPTION SET FORTH IN THE SPECIFICATIONS.**

**(10) ALL BIDDERS WHO ARE AWARDED CONTRACTS AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS SET FORTH BELOW:**

- a) The awarded bidder shall not assign, transfer, convey or otherwise dispose of the contract, or the right, title or interest in or to the same of any part thereof, without the prior written consent of Purchasing Division, and the awarded bidder shall not assign by power of attorney or otherwise any of the moneys to become due and payable under the contract. Breach of this provision shall be a material breach.
- b) It is understood that it is necessary for Purchasing Division to have a continuous and uninterrupted flow of supplies and materials and services and the awarded bidder must furnish and make the deliveries of supplies, materials, and services accordingly.
- c) The contract is subject to all ordinance provisions of the Purchasing Division. It is hereby agreed that the provisions of all ordinances and resolutions of Purchasing Division relating to bidders and contractors are hereby made a part of the contract.
- d) Should awarded bidder fail to fulfill, in a timely and proper manner, its obligations under the contract, or if it should violate any of the terms of the contract, the Purchasing Division shall have the right to immediately terminate the contract. Purchasing Division may terminate the contract at any time, with or without cause, upon sixty (60) days written notice to bidder. Should funding for the contract be discontinued, Purchasing Division shall have the right to terminate the contract immediately upon written notice to the awarded bidder. The City shall have all rights and remedies afforded under the U.C.C. and Georgia law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.) Purchasing Division, at its option, and in lieu of immediate termination, may request that the awarded bidder repair or replace any defective goods or correct performance by written notice to awarded bidder. In that event, awarded bidder shall take corrective action within thirty (30) days. Exercise of this option shall not relieve awarded bidder of any liability to Purchasing Division for damages sustained by virtue of awarded bidder's breach.
- f) The contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in accordance with the Purchasing Policies with the City of Johns Creek.
- g) No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- h) Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event Purchasing Division prevails, awarded bidder shall pay all expenses of such action including Purchasing Division's attorney fees and costs at all stages of the legal action.
- i) The contract sets forth the entire agreement between the parties with respect to the subject matter thereof and shall govern the respective duties and obligations of the parties.
- j) The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Georgia.
- k) Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be served and shall not affect the validity of the remaining provisions of the contract.
- l) Contractor shall indemnify and hold harmless the City of Johns Creek, Purchasing Division, its officers, agents and employees from:
  - i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts of omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and

- ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
  - m) Awarded bidder shall maintain insurance sufficient to cover any claims arising from the acts of the awarded bidder in connection with the performance of this contract and subject to the approval of the Purchasing Division.
- (11) Bidder is entitled to protest to the Purchasing Agent in connection with the ITB or award of a contract. Bidder also has the right to appeal the decision of the Purchasing Agent to the procurement appeals board which consists of the Finance Director, Deputy City Manager, and the City Attorney. This appeal must be filed within seven (7) days of receipt of the Purchasing Agent's decision.
- (12) The Purchasing Agent does hereby expressly reserve the right to reject any and all bid responses, the right to request additional information, the right to clarify bids, the right to award a contract for only some but not all the articles or items in the bid, and does further expressly reserve the right to waive minor irregularities. Purchasing Division does not warrant or guarantee that a contract will be awarded as a result of this ITB.
- (13) Any prospective Bidder desiring an explanation or interpretation of this ITB, drawings, specifications, etc., must request such explanation in writing no later than two (2) days prior to the bid submission date. Any information provided by the Purchasing Division to a prospective bidder concerning this ITB shall be in the form of a written addendum furnished to all prospective bidders, at the sole discretion of the Purchasing Division.
- (14) Where more than one item is listed, any item(s) not bid upon should be indicated "No Bid". Any and all items left blank will be considered a "No Bid" for that item. If no items are bid on, the "*Statement of No Bid*" should be returned, with the envelope plainly marked "No Bid" with the bid number.
- (15) A bidder desiring to bid "No Charge" must so indicate; otherwise the bid will be construed as incomplete and may be rejected.
- (16) Bidders are cautioned that any condition, qualification, provision, or comment in its bid response, or in other correspondence transmitted with their bid response, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this ITB, shall be sufficient cause for the rejection of its bid response as non-responsive.
- (17) Restrictions on Communications with Staff

All questions about this Bid must be submitted in the following format:

Company Name

1. Question

Citation of relevant section of the Bid

2. Question

Citation of relevant section of the Bid

Questions must be directed in writing to the Issuing Officer:

John T. Henderson, CPPB  
Purchasing Manager  
City of Johns Creek

12000 Findley Rd., Suite-400  
Johns Creek, Ga. 30097  
(e-mail: john.henderson@johnscreekga.gov)  
678-512-3233

Questions must include the company name and the referenced Bid section.

From the issue date of this Bid until a contractor is selected and the selection is announced, Offerors are not allowed to communicate for any reason with any City staff, elected officials, or other contractors or sub-contractors except through the Issuing Officer named herein, or during the Offeror's conference, or as provided by existing work agreement(s). The City reserves the right to reject the submittal of any Offeror violating this provision. All questions concerning this Bid must be submitted in writing (fax or email may be used) to the Issuing Officer. No questions other than written will be accepted. No response other than written will be binding upon the City.

**(18) BIDDER, BY SIGNING AND MAKING THIS BID, MAKES THE FOLLOWING AFFIRMATIVE DECLARATION AND STATEMENT AS OF THE DATE SAID BID IS SIGNED, TO WIT:**

- a) Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.
- b) It is the policy of Purchasing Division not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
- c) Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.
- d) Bidder also understands that it shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract of the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- e) Bidder also understands that it shall be a breach of ethical standards for a person to be retained, or to retain a person to solicit or to secure a City of Johns Creek contract upon the agreement or understanding for a contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.



- f) Bidder represents that bidder has not retained any person in violation of the previous paragraph.
  - g) A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under the City of Johns Creek contracts.
- (19) **BIDDER, BY SIGNING AND MAKING THIS BID**, does further declare, in determining the prices and/or amounts of the bid, that bidder has not colluded with any other person, firm, corporation or association in arriving at said prices and/or amounts or in any way violated the terms, conditions and/or spirit of the provisions of 15 U.S.C. 1 through 7 (Sherman Anti-Trust Act).
- (20) Price quoted must be the price for new merchandise that is free from defects. Any bid responses which modify the requirements of this ITB will not be considered and may result in a determination that a bid response is deemed non-responsive.
- (21) Deliveries of all items shall be made as stated in the bid specifications. In the appropriate blank on the bid response form, the Bidder must indicate the best delivery date after receipt of order. Deliveries resulting from this ITB are to be made during the normal working hours of the Purchasing Division. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the awarded bidder fail to deliver items on or before its stated date, Purchasing Division reserves the right to cancel the order or contract. The awarded bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.
- (22) Delivered items will not be considered "accepted" until an authorized agent for Purchasing Division has, by inspection or test of such items, determined that they fully comply with specifications. Purchasing Division may return, for full credit and at no expense to Purchasing Division, any item(s) received which fail to meet the specifications as stated in this ITB.
- (23) All deliveries made pursuant to this ITB and a contract award must be made pursuant to written purchase order of the Purchasing Division's Purchasing Agent. **The Purchasing Division assumes no liability for goods and/or services provided without a written purchase order from the Purchasing Agent.** Unless otherwise specified in this ITB, delivery charges are to be prepaid and included in the bid price. **FOB: Destination.**
- (24) The Purchasing Division is exempt from federal and state taxes. Upon request, the Purchasing Agent will provide an exemption certificate to the awarded Bidder. Vendors doing business with the City of Johns Creek Purchasing Division shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to Purchasing Division, nor shall any vendor be authorized to use Purchasing Division's Tax Exemption Number in securing such materials.
- (25) If awarded Bidder subcontracts any portion of the contract for any reason, it must provide, in writing, the name and address of the subcontractor, name of the person to be contacted including telephone number and extent of work to be performed. This information should be submitted with bid response; however, if not included, it shall be the responsibility of the awarded Bidder to submit to the Purchasing Agent the subcontractor for approval prior to commencement of work. Purchasing Division reserves the right to reject a bid response of any bidder if, in the sole discretion of Purchasing Division, the bid response names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under the award.
- (26) Payment will be made by Purchasing Division after commodities and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.
- (27) The awarded bidder must strictly comply with federal, state, and local building and safety codes. Equipment must meet all federal and state safety regulations for grounding of electrical equipment and for lockout/tagout processes.

- (28) Bidder certifies that all material, equipment, processes, etc., contained in its bid response meets all OSHA., ANSI, NFPA and all other federal and state requirements. Bidder further certifies that, if it is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, processes, etc., into compliance shall be borne by the awarded bidder.

(29) DRUG-FREE WORKPLACE.

- A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.
- B. If Contractor is an entity other than an individual, it hereby certifies that:
- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of this contract; and
  - (2) It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3."
- C. Contractor may be suspended, terminated, or debarred if it is determined that:
- (1) The Contractor has made false certification hereinabove; or
  - (2) The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

(30) INSURANCE REQUIREMENTS - Coverages, Limits and Endorsements

**A. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY (CGL)**

All contractors shall procure and maintain a Commercial General Liability Insurance Policy, including products and completed operations liability, and contractual liability coverage covering bodily injury, property damage liability and personal injury. The policy or policies shall name the officers, agents and employees of the City of Johns Creek as additional named insured, but only with respect to claims which are not covered by the Georgia Tort Claims Act, O.C.G.A. 50-21-20 et seq. (Supp 1992). The CGL policy must provide primary limits for any claims not covered by the Georgia Tort Claims Act. However, the CGL policy must indemnify the City for any claims covered by the Georgia Tort Claim Act. The policy or policies must be on an "occurrence" basis unless waived by the City. The CGL policy shall include contractual liability coverage. The CGL policy purchased by the contractor must be issued by a company authorized to conduct business in the State of Georgia or by a company acceptable to the City if the company is an alien insurer. The CGL policy must include separate aggregate limits per project. **Excess liability coverage may be used in combination with the base policy to obtain the below limits.**

Limits: \$1,000,000 per Person  
\$1,000,000 per Occurrence

**B. BUSINESS AUTOMOBILE LIABILITY INSURANCE POLICY (BAP)**

The contractor shall procure and maintain a BAP with liability limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence or a policy with a Combined Single Limit of not less than \$1,000,000 covering any owned, non-owned or hired autos. **Excess liability coverage may be used in combination with the base policy to obtain these limits.**

### C. WORKERS' COMPENSATION INSURANCE

To insure the statutory limits as established by the General Assembly of the State of Georgia. (NOTE: A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating the Contractor qualifies to pay its own workers' compensation claims.) The workers' compensation policy must include Coverage B- Employer's liability limits of:

Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 each  
employee  
Bodily Injury by Disease - \$500,000 policy limit

**Excess liability coverage may be used in combination with the base policy to obtain these limits.** The contractor shall require all contractors and subcontractors performing work under this contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage.

### D. INDEMNIFICATION AGREEMENT

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, save harmless, the City of Johns Creek and all of its entities, and all respective officers, employees, directors and agents of and from any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorneys' fees, caused by, growing out of, or otherwise happening in connection with this contract, due to any act or omission on the part of the contractor, its agents, employees or others working at the direction of contractor or on its behalf, or due to any breach of this contract by the contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by the contractor. This indemnification applies whether: (a) the activities involve third parties or employees or agents of the contractor or of the City entity; (b) the City is partially responsible for the situation giving rise to the claim; provided, however, this indemnification does not apply to the extent of the sole negligence of the City of Johns Creek and its officers or employees. This indemnification extends to the successors and assigns of the contractor, and this indemnification survives the termination of the contract and the dissolution or, to the extent allowed by law, the bankruptcy of the contractor. To the full extent permitted by the Constitution and the laws of the State of Georgia, the contractor and its insurers waive any right of subrogation against the City of Johns Creek, its officers, employees and agents, the Fund and insurers participating there-under, to the full extent of this indemnification.

### (31) ENTIRE AGREEMENT.

This Contract, as executed and approved, shall constitute the entire agreement between the parties, and no change in or modification of this Contract shall be binding upon the City or any User Department unless the change or modification shall be in writing, consented to and approved by the Purchasing Office.

_____ Company Name	_____ Phone#	
_____ Address	_____ Fax#	
_____ City, State and Zip Code	_____ Email Address	
_____ Bidder Signature	_____ Title	_____ Date

**END OF BID FORM**

### **BONDING REQUIREMENTS**

Each bid must be accompanied with a BID BOND (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Johns Creek. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the contract price.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_

(Name of Contractor) \_\_\_\_\_

(Address of Contractor) at \_\_\_\_\_

(Corporation, Partnership and or Individual) hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Johns Creek Georgia

(Name of Obligee)

12000 Findley Rd., Suite-400, Johns Creek, Georgia 30097

(Address of Obligee)

Hereinafter referred to as Obligee, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Johns Creek, Georgia, a proposal for furnishing materials, labor and equipment for:

**STATE BRIDGE RD. & PARKWAY BAPTIST TRAFFIC SIGNAL**

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Johns Creek, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Johns Creek, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Johns Creek, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Johns Creek, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36-86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

(Surety)

ATTEST

BY: \_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(Seal)  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Principal)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: THAT

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A Corporation of the State of \_\_\_\_\_ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Johns Creek, Georgia  
(Name of Obligee)  
12000 Findley Rd., Suite-400, Johns Creek, Ga. 30097  
(Address of Obligee)

hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated for: \_\_\_\_\_.

NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it

does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including but not limited to, O.C.G.A. SS 13-10-1 et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Principal)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

(Surety)

ATTEST BY: \_\_\_\_\_  
Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(Seal)  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)



## **PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: THAT

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a Corporation of the State of \_\_\_\_\_ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Johns Creek Georgia

(Name of Obligee)

12000 Findley Rd., Suite-400, Johns Creek, Georgia 30097

(Address of Obligee)

hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract herein after referred to in the full and just sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract. hereto attached, with the Obligee, dated \_\_\_\_\_ for \_\_\_\_\_.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within One Hundred and Twenty (150) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Principal)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST

BY: \_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(Seal)  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_



### BID CONTINUATION SHEET

DEPT.		Attention Vendor: Please be sure to write or type your company name below before returning bid. <b>Company Name:</b> _____
BID/RFP:	<b>BID 16-221</b>	
PAGE #		

			Unit		
Item Number	Description	Qty.	COST	Extension	
	<b>Lump Sum Total for Signal Installation</b>				

## **Scope of Work**

### **Description:**

**The City of Johns Creek is requesting quotes from GDOT Prequalified Traffic Signal Contracting Firms to install a mast arm intersection per the attached signal plans.**

### **Specifications:**

**The contractor will install the signal per MUTCD, Georgia DOT specifications, and NEC/NESC guidelines. A site visit is advisable prior to sending a quote. The contractor will be responsible for all other materials and labor.**

### **Additional Requirements:**

- The contractor will be responsible for all traffic control including the hiring of off duty law enforcement officers to direct traffic, if needed.**
- The contractor will be responsible for all utility locates and conflict resolution.**
- Since the cabinet location is being moved, the contractor is responsible for splicing new drop cable to be routed from existing closure to the new cabinet location.**
- The City of Johns Creek's Transportation Division is to be notified once the mast arm foundations are dug; the cage is set and prior to the concrete pour for verification. The contractor will be responsible for all concrete testing and will provide all test results to the City of Johns Creek. If multiple concrete trucks are used, the City of Johns Creek requires test samples from each truck. Although not required to use this vendor for testing, the contractor is advised that SM&E is located in the City of Johns Creek on Johns Creek Pkwy.**
- No night, weekend, or holiday work will be done without prior approval from the City.**

### **Payment:**

**The contractor shall submit a lump sum price for all work to be performed.**

### **Notice to Proceed:**

**Once notice to proceed is given, the contractor will have 250 days to complete the installation.**

IMMIGRATION AND SECURITY FORM  
CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Johns Creek has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 989-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Johns Creek, contractor will secure from such subcontractors(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to main records of such compliance and provide a copy of each such verification to the City of Johns Creek at the time of the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:\_\_\_\_\_

\*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).  
**(End of Form)**

## Affidavit Verifying Lawful Presence Within the United States

I, (print name) \_\_\_\_\_, swear or affirm under penalty of perjury that (*check one*):

- ☐ I am a United States citizen or legal permanent resident 18 years of age or older;  
or
- ☐ I am a qualified alien or nonimmigrant under the Federal Immigration and Nationality Act 18 years of age or older lawfully present in the United States.

*Alien Registration Number:* \_\_\_\_\_

I am applying for the public benefit of contracting with the City of Johns Creek, Georgia to provide products or services.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that knowingly and willfully making a false, fictitious, or fraudulent statement of representation in this affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

\_\_\_\_\_  
Print Name of Applicant

\_\_\_\_\_  
Position Title (if applicable)

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**Subscribed and sworn to before me on**

**this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

\_\_\_\_\_  
(Clerk/Notary Public)

**My commission expires:** \_\_\_\_\_